

Thomas A. Farinella (TF-8309)  
The Law Office of Thomas A. Farinella, P.C.  
260 Madison Avenue  
New York, New York 10016  
(917) 319-8579  
Attorney for Plaintiff Santrise N. Webb

LITA ROSARIO, PLLC  
1100 H STREET, NW, SUITE 315  
WASHINGTON, DC 20005  
(202) 904-0227  
Attorney for Plaintiff The Board Administration, LLC

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
**SANTRISE N. WEBB &  
THE BOARD ADMINISTRATION, LLC,**

**ECF CASE**

**PLAINTIFF(S),**  
**- against -**

**COMPLAINT**

**TIARA THOMAS,  
TNT MUSIC, LLC,  
SONY/ATV MUSIC PUBLISHING, LLC,  
WARNER MUSIC INC.,  
ASCAP AND BMI,**

**JURY TRIAL  
DEMANDED**

**DEFENDANT(S).**  
-----X

Plaintiffs by and through the undersigned counsel for their Complaint against Defendants, Tiara Thomas, ASCAP, BMI, Warner Music Inc., and Sony/ATV Music Publishing, LLC alleges as follows:

**PARTIES AND JURISDICTION**

1. Plaintiff, Santrise Webb, is a resident of Illinois and partial beneficiary of royalties (herein “Plaintiff Webb”).
2. Plaintiff, The Board Administration, LLC d/b/a The Board Administration is a Maryland limited liability company (herein “Plaintiff TBA”).
3. Plaintiffs Webb and TBA are collectively referred to herein as “Plaintiffs.”
4. Defendant, Tiara Thomas (herein “Defendant Thomas” or “Thomas”), is an individual, recording artist and songwriter, who resides in California, most well-known for the recording of her vocal performances of the musical composition “***BAD.***”
5. Defendant TNT Music, Inc, is an Indiana limited liability company and acts as the music business company for Defendant Thomas. Defendant Thomas is the sole member of TNT Music, LLC (herein “Defendant TNT or “TNT Music”)
6. Defendant Sony/ATV Music Publishing, LLC is a Delaware limited liability company, qualified to do business in the State of New York, with a principal place of business at 550 Madison Avenue and is the music publisher for Defendant Thomas (herein Defendant “Sony/ATV”).
7. Defendant Sony/ATV is owned 50% by Sony Corporation and 50% the Estate of Michael Jackson.
8. The Estate of Michael Jackson is domiciled in the State of California. Sony Corporation is a Japanese corporation headquartered in Kōnan Minato, Tokyo, Japan.
9. Defendant Warner Music Inc. is California corporation with a place of business at 3400 West Olive Avenue, Burbank, CA 91505.
10. Defendant, Broadcast Music Inc. (Defendant “BMI”) is a New York corporation,

and is a membership organization for songwriters and music publishers that collects performance royalties for songwriters and music publishers.

11. Defendant, American Society of Composers, Authors and Publishers (Defendant “ASCAP”) is a New York corporation, and is a membership organization for songwriters and music publishers that collects performance royalties for songwriters and music publishers.

12. The matter in controversy exceeds the sum or value \$75,000.00 exclusive of interest and costs.

13. This Court has jurisdiction of this action pursuant to 28 U.S.C. § 1332.

#### **NATURE OF THE ACTION**

14. Plaintiffs bring this civil action: (A) for breach of contract and breach of the covenant of good faith and fair dealing as to Defendants Tiara Thomas and TNT Music, Inc.; (B) for conversion against Defendant Sony/ATV Music Publishing, LLC for its 20% of the royalties for the musical composition “**BAD**” and its 10% of the royalties for the remix of “**BAD**” featuring the vocal performances of Rhianna; and (C) for non-compliance with a court order of the SDNY to pay and to account to Plaintiffs against Defendants ASCAP, BMI and Warner Music Inc. in connection with the musical composition “**BAD**” and the “**BAD**” *remix*.

15. This Court has jurisdiction under 28 U.S.C. § 1332 (diversity jurisdiction) and the amount in controversy exceeds \$75,000.00;

16. This Court has personal jurisdiction over Defendants in that Defendants reside and/or do business in this District. In addition, a substantial part of the acts complained of herein occurred in this District.

17. Venue is proper in the Southern District of New York because Defendants do business and/or can be found in this District.

18. All conditions precedent to the filing of this Complaint have occurred or have been performed.

**FACTS COMMON TO ALL CLAIMS FOR RELIEF**

19. On January 16, 2012, an agreement was entered into by and between TNT MUSIC, LLC f/s/o TIARA NICOLE THOMAS, (“Artist”) and THE BOARD ADMINISTRATION LLC, d/b/a THE BOARD ADMINISTRATION.

20. On August 8, 2013, a Management Termination and Release Agreement was entered into by and between TNT MUSIC LLC f/s/o TIARA NICOLE THOMAS, and Plaintiff TBA (herein the “Termination Agreement”).

21. On or about June 14, 2013, Defendants Thomas & TNT assigned 20% of the copyright in the musical composition **“BAD”** to Plaintiff TBA and 10% of the copyright in the remix of the musical composition **“BAD”**.

22. On June 14, 2013, Defendants Thomas and TNT also assigned 40% of writer share of public performance royalties from Defendant BMI to Plaintiff TBA.

23. On or about July 2015, Plaintiff, Ms. Webb commenced an action in the New York State Supreme County of New York against Le'Greg O. Harrison, Muhammad Hill, Walker Johnson, Clayton Mitchell, in which ownership of Plaintiff The Board Administration was in dispute.

24. Those defendants subsequently removed the state court action to the United States District Court for the Southern District of New York.

25. On September 18, 2015, Plaintiffs herein entered into a Settlement Agreement

dated September 17, 2015, and Judge Pauley entered an Order dismissing the matter with prejudice pursuant to a settlement agreement entered into by the parties.

26. On September 25, 2015, the settlement was “So Ordered.” The parties settled their respective disputes in which Plaintiff Webb maintained a fifty percent (50%) ownership of the amounts due under the Termination Agreement and Plaintiff TBA retained, 50% ownership of the amounts due under the of the Termination Agreement.

27. On January 28, 2016, the court entered an order as follows:

ORDERED that any third parties, other than ASCAP, who are holding monies payable to The Board Administration, LLC, or otherwise in connection with the musical composition “*BAD*,” including *but not limited* to: Broadcast Music, Inc. (BMI), TNT Music, Inc. (on behalf of Tiara Thomas), Atlantic Recording Corporation/Warner Music Group and The Harry Fox Agency, Inc. shall provide an accounting of the monies currently being held, and shall pay the funds as follows:

a. Pay all amounts on hold as of the September 18, 2015 as follows:

- (i) 60% to Thomas A. Farinella, Esq., as Attorney, on behalf of Santrise N. Webb c/o Thomas A. Farinella, 260 Madison Ave, 8th Floor, New York, New York 10016; and
- (ii) 40% to Lita T. Rosario, Esq. on behalf of The Board Administration, LLC c/o Lita Rosario, Esq., 1100 H Street, NW, Suite 315, Washington, D.C. 20005.

b. Pay all Ongoing Payments from and after September 18, 2015 as follows:

- (i) Writer share, if applicable, 50% paid to Thomas A. Farinella, Esq., as Attorney, on behalf of Santrise Webb c/o Thomas A. Farinella, 260 Madison Ave, 8th Floor, New York, New

- York 10016; and
- (ii) Publisher share, if applicable, 50% paid to The Board Administration, LLC c/o Lita Rosario, Esq., 1100 H Street, NW, Suite 315, Washington, D.C. 20005.

FURTHER ORDERED that ASCAP, shall provide an accounting of the monies currently being held and shall pay all monies payable to The Board Administration, LLC, as music publisher, and/or Santrise Webb, as writer, in connection with the musical composition "**BAD**," as follows:

- c. Pay all amounts on hold as of the September 18, 2015 for both writer and publisher share as follows:
  - (iii) 60% to Thomas A. Farinella, Esq., as Attorney for, on behalf of Santrise N. Webb c/o Thomas A. Farinella, 260 Madison Ave, 8th Floor, New York, New York 10016; and
  - (iv) 40% to Lita T. Rosario, Esq. on behalf of The Board Administration, LLC c/o Lita Rosario, Esq., 1100 H Street, NW, Suite 315, Washington, D.C. 20005.
- d. Pay all ongoing writer and publisher share payments from and after September 18, 2015 as follows:
  - (iii) Writer share to Santrise N. Webb; and
  - (iv) Publisher's Share to The Board Administration, LLC

SO ORDERED.

District Judge William J. Pauley III

Dated: 1-28-2016

28. Defendant ASCAP has not forwarded payments according to the Court's January 28, 2016 Order.

29. Defendants BMI and Warner Music have not forwarded payments in accordance with the Court's January 28, 2016 Order.

30. Defendant TNT Music has failed to provide payments in excess of \$10,000 and has failed to comply with the Court's January 28, 2016 Order.

31. When the initial action was commenced by Plaintiff Webb the royal distributors froze the disbursements of any monies to any party until the matter was resolved.

32. On July 16, 2014, Robert Meitus, Esq., attorney for Tiara Thomas represented that the monies due and owing pursuant to the "Termination Agreement" would be held in escrow.

33. On February 1, 2016, Tiara Thomas, received the SDNY January 28, 2016 Order.

34. Defendant Thomas failed to tender a full accounting and payment pursuant to the Termination Agreement, the Settlement Agreement and the SDNY January 28, 2016 Court order.

35. A subsequent demand was made in writing to Tiara Thomas on September 18, 2016 indicating that if she did not comply with the SDNY January 28, 2016 Order which, *inter alia*, required her to tender payment and a full accounting, the Plaintiffs would seek judicial intervention.

36. Since that time the Plaintiffs have attempted to resolve the matters herein to no avail.

**FIRST CAUSE OF ACTION**  
**(Breach of Contract Against Defendants Tiara Thomas & TNT Music)**

37. Plaintiffs incorporate by reference the allegations in paragraphs 1 through 36.

38. The Termination Agreement between the Defendants Thomas & TNT and Plaintiff TBA and Plaintiff Webb provided that any and all royalties and earnings that were due and owing under the Termination Agreement would be tendered to Plaintiffs pursuant to the January 28, 2016 Court Order.

39. Defendants Thomas & TNT materially breached the Termination Agreement by failing to make the payments and turn over monies that were escrowed as agreed, and failed to make further payments as required by the Termination Agreement.

40. By reason thereof, Plaintiffs TBA and Webb have been damaged in that their rights under the Termination Agreement have been undermined and Plaintiffs has been deprived of the monies that were being held and that are otherwise due and owing.

**SECOND CAUSE OF ACTION**  
**(Breach of Implied Covenant of Good Faith and Fair Dealing,  
against Defendants Tiara Thomas & TNT Music)**

41. Plaintiffs incorporate by reference the allegations in paragraphs 1 through 40.

42. By reason of the foregoing, the Termination Agreement has an implied covenant of good faith and fair dealing between Plaintiffs and Defendants Thomas & TNT.

43. Said Defendants have breached the implied covenant of good faith and fair dealing by not turning over the monies being held in escrow and keeping them for themselves.

44. By reason thereof, Plaintiffs have been damaged in that they have been undermined and deprived of the monies due and owing under the Termination Agreement.

**THIRD CAUSE OF ACTION**  
**(Conversion Against Defendants  
Tiara Thomas, TNT & Sony/ATV Music Publishing)**

45. Plaintiffs incorporate by reference the allegations in paragraphs 1 through 44.

46. Defendant Sony/ATV is the music publisher and world-wide administrator for Defendant Thomas's interest in "**BAD**" and the remix of "**BAD**" and has collected



earnings for **“BAD”** and the remix of **“BAD”** that are properly payable to Plaintiffs and improperly paid or accounted to the same for Defendants Tiara Thomas and TNT.

47. By reason thereof, Plaintiffs have been damaged in that they have been undermined and deprived of the monies due and owing from **“BAD”** and the remix of **“BAD”** in the amount of \$150,000.00

**FOURTH CAUSE OF ACTION**  
**(Against all Defendants ASCAP, BMI and Warner Music Inc.)**

48. Plaintiffs incorporate by reference the allegations in paragraphs 1 through 47.

49. Defendants ASCAP, BMI and Warner Music have failed to pay and account to Plaintiffs for **“BAD”** and the remix of **“BAD”** as required under the January 28, 2016 Court Order.

50. By reason thereof, Plaintiffs have been damaged in that they have been undermined and deprived of the monies due and owing from **“BAD”** and the remix of **“BAD.”**

**Prayer For Relief**

**WHEREFORE**, Plaintiffs, demands judgment be entered in their favor and against Defendants as follows:

- a. That Plaintiffs be awarded damages for breach of contract and breach of implied covenant of good faith and fair dealing against Defendants Tiara Thomas and TNT Music in an amount to be determined at trial;
- b. That Plaintiffs be awarded compensatory damages for conversion against Defendants, Tiara Thomas, TNT Music and Sony/ATV Music Publishing, LLC in connection with their 20% of the earnings of the musical composition **“BAD”** and the remix of **“BAD”** in the amount of \$150,000.00 or such amount to be determined at trial;
- c. That Defendants ASCAP, BMI and Warner Bros Music comply with the January 28, 2016 Court Order and account and pay Plaintiffs for their interest in **“BAD”** and the remix of **“BAD”**;

- d. Plaintiffs be awarded pre-judgment and post-judgment interest;
- e. That Plaintiffs be awarded attorney's fees, costs and expenses;  
and
- f. That Plaintiffs be awarded such other and further relief as the Court may deem  
just and proper.

**Jury Demand**

Plaintiffs demands a trial by jury of all issues as to which a jury trial may be had.

Dated: October 4, 2017  
New York, New York

Respectfully submitted,

/s/Thomas A. Farinella  
By: Thomas A. Farinella, Esq.  
Attorney for *Plaintiff(s)*  
260 Madison Avenue, 8<sup>th</sup> Floor  
New York, New York 10016  
Telephone: (917) 319-8579  
Facsimile: (646) 349-3209

LITA ROSARIO, PLLC  
/s/Lita Rosario  
Lita Rosario, Esq.  
1100 H Street, NW, Suite 315  
Washington, DC 20005  
Telephone 202-904-0227  
Fax 703-995-4345